



## Real Estate

### ACQUIRING AND ACCOUNTING FOR REAL ESTATE AND FACILITIES FOR CIVIL AIR PATROL

This regulation prescribes procedures for acquiring, using and disposing of real estate facilities from: (a) Department of Defense, (b) other federal agencies, (c) state and local government agencies, (d) private owners and (e) CAP owned. The terms "real estate," "real property," and "facilities" are used interchangeably throughout this regulation and have the same basic meaning. Although the terms "lease" and "license" is used herein, this regulation applies to all writings that convey real property to or authorize use of real property by Civil Air Patrol. **Note: This regulation is revised in its entirety.**

#### 1. DoD Facilities:

a. The Air Force and other DoD departments may provide facilities for use and occupancy by Civil Air Patrol. The Army Corps of Engineers issues a license to assign the facilities. It contains the terms and conditions of occupancy to be observed by the CAP unit. The CAP-USAF liaison region (LR) or CAP-USAF liaison office (LO) (as appropriate) is the initial point of contact for CAP to occupy DoD facilities.

b. Civil Air Patrol region and wing commanders, who establish a requirement for DoD facilities, first contact their respective LO. If the LO identifies available facilities, wing commanders submit a written request to their respective region commander. Requests include the following:

- 1) A written statement from the installation commander indicating facilities are available for CAP use.
- 2) A drawing with an adequate description of the facilities.
- 3) A written statement setting forth:
  - a) Proposed use of the facility.
  - b) How long the facility is to be used.
  - c) Conditions of use, i.e., responsibility for utilities, repairs, maintenance, modifications and alterations.

c. Region commanders submit approved requests to General Counsel (NHQ CAP/GC) for review and forwarding to the Army Corps of Engineers. The license is forwarded to the CAP region or wing commander for signature and returned to NHQ CAP/GC within 21 days of receipt. General Counsel forwards a completed copy to the region/wing commander and the occupying CAP unit.

d. Forward renewals to NHQ CAP/GC at least 90 days prior to expiration. The request contains the same information required in the initial application and is signed by the region or wing commander.

e. CAP units occupying DoD facilities without a license or with an expired license apply for one following the procedures above or paragraph g. below.

f. To terminate a lease, submit a written request through the chain of command to NHQ CAP/GC containing a description of the property and the proposed date of termination. The occupying CAP unit remains responsible for the facility until it is inspected and accepted by the appropriate DoD authority.

g. In lieu of a license, CAP regions/wings/units may, at their discretion and with the approval of the facility commander, negotiate a letter of agreement (LOA) with the facility commander or his/her authorized representative. The LOA will set forth terms of the occupancy including those in 1b.3) above.

**2. Other Federal Agency Facilities.** Under 10 U.S.C. 9444(c) and the Federal Property and Administrative Service Act of 1949, CAP is authorized to use facilities of other federal agencies with their consent. CAP units wishing to use this authorization must notify the appropriate LO for assistance in dealing with the various agencies. Agency requirements vary. CAP units shall work out those arrangements with the assistance of the LO. A copy of any license or lease agreement is sent to NHQ CAP/GC.

### 3. State, Local Government Agencies and Private Owners:

a. Many CAP units occupy facilities of private owners and government bodies such as counties, cities and airport authorities for both meeting purposes and flying activities. For simplicity the term "lessor" is used hereafter to refer to the owner of the facility. Almost uniformly, these lessors permit CAP units to occupy their facilities for a nominal fee or without charge. CAP does not require a written lease although in many cases it is to CAP's advantage to do so. Written leases negotiated by CAP units are in the name "Civil Air Patrol" and signed by the wing commander as a corporate officer who is responsible to review it for practicality and legality. Commanders are encouraged to utilize a legal officer or NHQ CAP/GC to conduct a legal review prior to signing. If possible, use the services of a legal officer to negotiate the lease.

b. Some lessors propose a written lease for CAP to execute. Do not sign leases containing "hold harmless" or "indemnification" clauses unless NHQ CAP/GC approves them. Many times lessors will agree to remove or modify these clauses and substitute a clause requiring CAP to name the lessor as an "additional insured" on CAP's liability insurance.

c. CAP's National Insurance Program maintains a comprehensive liability insurance policy that covers CAP and its members from liability claims during the use and occupancy of property (see CAPR 900-5). A certificate of that coverage or the "additional insured" coverage above, can be obtained by calling CAP's insurance agent.

d. CAP's National Insurance Program does not carry fire or extended coverage insurance (property insurance) that covers the lessor's buildings. This property insurance is the responsibility of the CAP unit occupying the building.

e. Attachment 1 is a suggested lease form to assist CAP units in the event the lessor requires a lease and does not provide one. The form may be modified as deemed appropriate.

f. A copy of any license or lease agreement is sent to NHQ CAP/GC.

**4. Real Property Owned by Civil Air Patrol.** All real property owned by CAP is titled in the name of Civil Air Patrol and not in the name of any wing, group, or squadron. Real property acquired by CAP from whatever source (purchase or donation) becomes corporate property and may not be sold, transferred or disposed of without the written permission of the National Board (NB). Obtain NB approval through NHQ CAP/GC prior to taking any action. Unless other arrangements are made, proceeds from the sale of real property go to Financial Management (NHQ CAP/FM).

**5. Acquisition of Real Property to Civil Air Patrol.** All real property offered for donation or sale to the Civil Air Patrol must be accompanied by a report issued by an environmental consultant stating that the property is free from any hazardous substances. "Hazardous Substance" means (i) any chemical, compound, material or substance that is defined in or otherwise classified pursuant to any Environmental Law as a "hazardous substance," "extremely hazardous substance," "hazardous material," "extremely hazardous material," "hazardous waste," "toxic pollutant," or "toxic substance"; (ii) any substance classified by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity; (iii) oil, gas and any other petroleum hydrocarbon; (iv) polychlorinated biphenyls; (v) inflammable substances or explosives; (vi) radon or other radioactive materials; (vii) asbestos or asbestos-containing materials; or (x) those substances listed in the United States Department of Transportation Table (49 CFR Section 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 CFR Section 302 and amendments thereto). As used herein, "Environmental Laws" means, collectively, all present and future laws (whether common law, statute, rule, regulation, ordinance or otherwise), the requirements of governmental authorities and any permits and guidance issued pursuant thereto relating to human health or the environment, as heretofore or hereafter amended, including, without limitation, the Comprehensive Environmental Response Compensation and Recovery Act of 1980, as amended, 42 U.S.C. section 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. section 6901 *et seq.*, the Hazardous Material Transportation Act, as amended, 49 U.S.C. section 1801 *et seq.*, the Toxic Substance Control Act, as amended, 15 U.S.C. section 2601 *et seq.*, the Clean Air Act, 42 U.S.C. section 7401 *et seq.*, the Clean Water Act of 1977, 33 U.S.C. section 1251 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. section 136 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. section 651 *et seq.*, and in any regulations promulgated pursuant thereto.

**6. Use of Real Estate Facilities.** Compliance with the lease (or other use agreement) and maintenance of CAP owned facilities are the responsibility of the occupying unit.

**7. CAP Real Property Survey.** All CAP units that own, lease, rent or occupy real property, including buildings, immobile vehicles and trailers, whether on federal, state, local government, or private land are required to complete and keep current a CAP Real Property Survey Form (Attachment 2). A copy of the Real Property Survey Form is sent to Chief, Logistics Plans/Analysis (NHQ CAP/LGS) when first executed and whenever changed. Wings and regions maintain a current copy of each Survey Form with the S-6 Report.

**8. Annual Real Property Inventory (RCS: CAP S-6).** Proper management and control of any corporation requires periodic inventories of its real estate and facilities. These are assets CAP units own, lease, rent or use for meetings or storage, whether, CAP, DoD, state, local government or privately owned. To provide a consolidated record and quick reference of these assets, each CAP region/wing/unit will perform an inventory of all real estate and facilities as of 31 December of each year. Accuracy is critical as it affects CAP insurance premiums and coverage.

- a. Procedures. Annually, the report is electronically processed as follows:
- 1) On or about December 1, NHQ CAP/LGS sends each region commander an e-mail reminder to begin the process of updating the S-6 Report.
  - 2) Squadrons/Units. In December/January each squadron/unit inventories their real property against the current S-6 Report. Squadrons/Units make corrections, update their copy of the S-6 Report and forward it to their Wing HQ. Changes are highlighted as follows:
    - a) Corrected information in **BOLD** typeface.
    - b) Additions in **BOLD UNDERLINED** typeface in the address line.
    - c) Use the standard abbreviations shown on sample S-6 Report (Attachment 3). Plain language may be used in the Remarks column.
  - 3) Wing. In February, wing commanders update their report in the same manner and submit the consolidated wing report to their region commander.
  - 4) In March, region commanders update their report in the same manner and submit it, together with the wing reports to NHQ CAP/LGS.
  - 5) Completed Report. NHQ CAP/LGS updates the entire S-6 Report and distributes it to region commanders by June 30. Region commanders distribute wing S-6 Reports to the respective wing commanders by July 30.
- b. Do not submit interim updates to the S-6 Report. CAP NHQ/LGS will not update the S-6 during the year. Update local copies of the S-6 Report whenever a Survey Form is submitted to CAP NHQ/LGS.

3 Attachments

1. CAP Lease
2. CAP Real Property Survey
3. Sample S-6 Report

**SUMMARY OF CHANGES.**

Makes NHQ CAP/LGS the office of primary responsibility for S-6 Report. Makes distribution of report electronic. Makes universal the requirement that copies of all leases be sent to NHQ CAP/GC. Expressly requires wing commanders to review leases for practicality and legality. Encourages use of legal officers or NHQ CAP/GC for legal review. Assigns to occupying unit the responsibilities of complying with the lease (or other use agreement) and maintaining CAP owned facilities.

**Attachment 1. Civil Air Patrol Lease**

THIS LEASE AND AGREEMENT, made and entered into this day of \_\_\_\_\_ 20 \_\_\_\_\_ by and

between \_\_\_\_\_

hereinafter referred to as Lessor and CIVIL AIR PATROL, INC., a federally chartered non-profit corporation hereinafter referred to as Lessee;

NOW THEREFORE, the parties do hereby agree as follows:

1. That the \_\_\_\_\_ is an active unit of the Civil Air Patrol and is in need of the occupancy and use of an appropriate facility for its programs.
2. That the Lessor has a facility that can be used to meet the needs of the Lessee and its unit mentioned in paragraph 1. That facility is described as follows:
3. That the Lessor recognizes the valuable contribution the Lessee makes to the community and the nation in making this lease.
4. The Lessee shall pay to Lessor as rent the sum of \$ \_\_\_\_\_ for the use of the facility.
5. The term of the lease shall be for \_\_\_\_\_ years. The lease may be renewed for another term of \_\_\_\_\_ years providing the Lessee gives Lessor notice prior to the end of the first term.
6. Lessee agrees that it will pay all charges and expenses for utilities used on the facility during the term of the lease, and further agrees that it will not permit liens to be incurred or placed upon the facility because of the non-payment of any such utility charges or improvements or repairs made to the facility.
7. Lessee at its own expense shall keep and maintain the facility neat and orderly at all times and shall perform such minor or incidental repairs to the facility as may be necessary to keep it in proper condition and shall repair any damage to the facility which may be caused by the Lessee.
8. With the prior permission of the Lessor, the Lessee may make such alterations and improvements to the facilities that are reasonably necessary for the purpose of the Lessee.
9. Lessor shall bear the risk of loss for damage or destruction to the premises that may be caused by fire, rain, hail, windstorm or other casualty. Lessee, at its option, may maintain fire and hazard insurance on the facility.
10. Lessee agrees to maintain Comprehensive Liability Insurance during the period of the lease and any extension thereof, in an amount not less than \$1 million for any one accident and shall furnish Lessor a certificate of such coverage adding Lessor as an additional insured and provide Lessor with a 30 day notice of any cancellation of coverage.
11. This lease or any extension thereof may not be terminated by either party except by mutual agreement.
12. Lessee agrees to observe and obey all pertinent laws, ordinances and regulations pertinent to the occupancy of the facility during the term of the lease or any extension thereof.
13. Upon the termination of the lease, Lessee shall return the facility to Lessor in the same condition as received, ordinary wear and tear and any approved alterations excepted.

IN WITNESS WHEREOF, the parties have affixed their signatures on the day and year above.

LESSOR:

\_\_\_\_\_

LESSEE: CIVIL AIR PATROL INC.

\_\_\_\_\_

By: \_\_\_\_\_  
CAP Wing Commander

**Attachment 2. CAP Real Property Survey**

<b>REAL PROPERTY SURVEY</b> (INSTRUCTIONS ON REVERSE)	
<b>SECTION I</b>	
UNIT NAME: _____	CHARTER #: _____
ADDRESS: _____	
<b>SECTION II</b> MY UNIT DOES NOT OWN, OCCUPY OR USE REAL PROPERTY.	
UNIT COMMANDER'S SIGNATURE AND DATE: _____	
<b>SECTION III</b> <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE	
MY UNIT DOES OWN, OCCUPY AND/OR USE REAL PROPERTY.	
<b>LOCATION OF PROPERTY</b> _____ _____	
<b>DESCRIPTION OF PROPERTY ( INCLUDE SIZE, SQUARE FEET OR ACREAGE)</b>	
<input type="checkbox"/> Land:	
<input type="checkbox"/> BUILDINGS:	
<input type="checkbox"/> VEHICLES/TRAILERS: (IMMOBILE ONLY):	
<b>OWNERSHIP</b>	
<input type="checkbox"/> CAP CORPORATION	ACQUIRED _____ (DATE)
<input type="checkbox"/> GIFT	<input type="checkbox"/> PURCHASED
FAIR MARKET VALUE	LAND \$ _____                      STRUCTURES \$ _____
-----	
<input type="checkbox"/> OTHER	PAYMENTS \$ _____ <input type="checkbox"/> MO <input type="checkbox"/> YR                      INSTRUMENT
NAME AND _____	<input type="checkbox"/> LICENSE
ADDRESS _____	<input type="checkbox"/> LEASE
OF OWNER _____	<input type="checkbox"/> RENTAL AGREEMENT
FAIR RENTAL VALUE \$ _____	<input type="checkbox"/> LETTER OF AGREEMENT
	<input type="checkbox"/> VERBAL AGREEMENT
<b>INSURANCE COVERAGE</b>	
<input type="checkbox"/> Yes                      Describe:	
<input type="checkbox"/> No	
<b>USAGE</b>	
<input type="checkbox"/> MEETING (TRAINING)	<input type="checkbox"/> STORAGE <input type="checkbox"/> UNUSED
<input type="checkbox"/> OTHER (EXPLAIN): _____	
I CERTIFY THE INFORMATION IN SECTION III IS COMPLETE AND ACCURATE AS OF THIS DATE.	
_____	_____
UNIT COMMANDER'S SIGNATURE	DATE

## INSTRUCTIONS

*Note: The term "Unit" is generic and includes all CAP organizational elements.*

## SECTION I

- Completed by each Unit.

## SECTION II

- Complete if unit named in SECTION I does NOT own, occupy or use real property.

## SECTION III

- Check appropriate block.

Only one action per form.

- Location of Property:

Provide address of property or, if no address, physical location, i.e., Enid Municipal Airport.

Only one location per form.

- Description of Property:

Check and complete all that apply for the form submitted.

For example, if a unit leases administrative space, part of a hangar and five outside tie down locations from the same owner at the same location, the administrative space and hangar are described under BUILDINGS and the tie downs are described under LAND.

Vehicle/trailers are immobile.

- Ownership:

Select the one that applies and complete the information for it.

(Note: Owner is the person or entity whose name appears on the lease/license/agreement.)

Only one owner per form.

Fair Market Value as of date of donation or purchase.

Fair Rental Value is monthly cost at time of submission

- Insurance Coverage:

Check as appropriate.

Describe coverage to include dollar value, deductible and other limitations.

- Usage:

Check as many as apply.

**Attachment 3. Sample S-6 Report****Real Property Report for AL Wing as of**  
Friday, March 22, 2002**Charter: 001**

Prop Code:	Type: BLDG	Owner: AF	Acquired: 10/1/1985
Address: 810 WILLOW ST			Cost:
BLDG 1208			Rent:
MAXWELL AFB AL 36112-5903			Instrument: LICEN

Remarks:

**Charter: 005**

Prop Code:	Type: BLDG	Owner: DD	Acquired:
Address: P.O. BOX 50845			Cost:
			Rent:
MOBILE AL 36605			Instrument:

Remarks: allowed to use for meetings only.

## DEFINITIONS

Acquired- Date unit was activated at current address, month, year

Cost-If owned, purchase price

Rent- If rented or leased, yearly cost of rent or lease

Instrument-Documentation authorizing use (i.e., deed, license, lease, letter of agreement, permit, rental agreement, verbal agreement)

## TYPE ABBREVIATIONS:

BD-Building

HG-Hanger

LD-Land Unimproved

PR-Private Residence

PS-Aircraft/Vehicle Parking Space

TD-Aircraft Tie Down Location

TL Trailer (Immobile)

## OWNER ABBREVIATIONS:

AF Air Force

C CAP Corporation

CH Church Property

CY Local Government

DD Department of Defense (Other than AF)

GS GSA

SL State

PV Private

Remarks: Use remarks column to explain unique situations, i.e. corporate owned trailer cited on leased land.